

# EXHIBIT 3

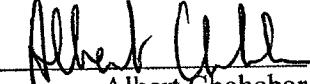
Declaration of Albert Chehebar in support of Albert Chehebar's Motion to be Appointed  
Lead Plaintiff and for its counsel to be appointed as Lead Counsel

I, Albert Chehebar, declare:

1. I submit this declaration in support of Albert Chehebar's motion for appointment as lead plaintiff and approval of its selection of lead counsel for the Class. I have personal knowledge of the facts alleged herein and, if called to testify, I would competently do so.
2. Gabriel, Michael, and Josef Chehebar are my children. We have agreed that I will prosecute this action on their behalf.
3. I have obtained assignments from Gabriel, Michael, and Joseph, granting me the right to pursue their claims against Stillwater Capital Partners, Inc., Stillwater Capital Partners, LLC, Gerova Financial Group, Ltd., and certain of these three entities' principals. Attached as Exhibit B are true and correct copies of the assignments.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 5/20, 2011.



Albert Chehebar

ASSIGNMENT

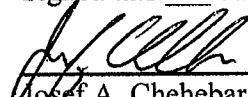
Josef A. Chehebar, the undersigned Assignor ("Assignor"), hereby assigns, transfers and sets over to Albert Chehebar all rights, title, ownership and interest of the Assignor in any and all claims, demands, and causes of action of any kind whatsoever which the Assignor has or may have arising from violations of the federal securities laws and breaches in fiduciary duties in connection with the investment in Stillwater Asset Backed Fund, LP, and Stillwater Real Estate Partners, LP, and the exchange of these investments for shares in Gerova Financial Group, Ltd. Further, the Assignor hereby appoints Albert Chehebar as its true and lawful attorney-in-fact for the purpose of exercising all powers relating to such causes of action.

Albert Chehebar has agreed to remit any proceeds received as a result of this Assignment to the Assignor. Any net recovery under this Assignment will be deposited directly into an independent account for the benefit of the Assignor, and ultimately distributed to Josef A. Chehebar in accordance with his approved claims.

This Assignment (which is coupled with an interest) may not be revoked without the written consent of Albert Chehebar.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this 20 day of May 2011.

  
\_\_\_\_\_  
Josef A. Chehebar

ASSIGNMENT

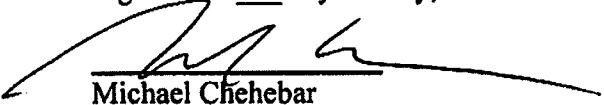
Michael Chehebar, the undersigned Assignor ("Assignor"), hereby assigns, transfers and sets over to Albert Chehebar all rights, title, ownership and interest of the Assignor in any and all claims, demands, and causes of action of any kind whatsoever which the Assignor has or may have arising from violations of the federal securities laws and breaches in fiduciary duties in connection with the investment in Stillwater Asset Backed Fund, LP, and the exchange of these investments for shares in Gerova Financial Group, Ltd. Further, the Assignor hereby appoints Albert Chehebar as its true and lawful attorney-in-fact for the purpose of exercising all powers relating to such causes of action.

Albert Chehebar has agreed to remit any proceeds received as a result of this Assignment to the Assignor. Any net recovery under this Assignment will be deposited directly into an independent account for the benefit of the Assignor, and ultimately distributed to Michael Chehebar in accordance with his approved claims.

This Assignment (which is coupled with an interest) may not be revoked without the written consent of Albert Chehebar.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signed this \_\_\_ day of May, 2011.



Michael Chehebar